

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

ERIC ENGLISH,

)

8:13CV299

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Plaintiff,

)

)

v.

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**MEMORANDUM
AND ORDER**

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ANGELA, et al.,

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)

Defendants.

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This matter is before the court on its own motion. On September 25, 2013, Plaintiff filed his Complaint and Motion for Leave to proceed in forma pauperis (“IFP”). (Filing Nos. [1](#) and [2](#).) However, due to certain technical defects, the Complaint cannot be further processed until such defects are corrected. To assure further consideration of the Complaint, Plaintiff must correct the defect listed below. **FAILURE TO CORRECT THE DEFECT WILL RESULT IN DISMISSAL OF THE COMPLAINT.**

Plaintiff did not include a copy of his prison trust account statement with his IFP Motion. See [28 U.S.C. § 1915\(a\)\(2\)](#) (requiring a “prisoner seeking to bring a civil action . . . without prepayment of fees” to “submit a certified copy of the trust fund account statement (or institutional equivalent) for the prisoner for the 6-month period immediately preceding the filing of the complaint . . . , obtained from the appropriate official of each prison at which the prisoner is or was confined”). Accordingly, Plaintiff shall have until March 3, 2014, to either tender the \$400.00 filing and administrative fees to the Clerk of the court or submit a prison trust account statement in accordance with [28 U.S.C. § 1915\(a\)\(2\)](#).

IT IS THEREFORE ORDERED that:

1. Plaintiff is directed to correct the above-listed technical defect in the Complaint on or before **March 3, 2014**.

2. Failure to comply with this Memorandum and Order will result in dismissal of this matter without further notice.

DATED this 4th day of February, 2014.

BY THE COURT:

s/ John M. Gerrard
United States District Judge

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